DATO' SRI ZUL AZMI ABU HUSSIN & ANOR v. DATO' AHMAD FARIS ABDUL HALIM

HIGH COURT MALAYA, KUALA LUMPUR
GAN TECHIONG JC
[CIVIL SUIT NO: WA-22NCvC-180-04-2023]
28 APRIL 2025

Abstract – *A freezing order is an interim prohibitory injunction granted by a court to restrain a defendant from disposing of, dealing with, or removing their assets before a final judgment is delivered. The primary goal is to prevent the defendant from frustrating the court's judgment by rendering themselves unable to satisfy the claim. A Mareva injunction will be granted if the applicant satisfies the court, on a balance of convenience, that (i) the applicant has a good arguable case; (ii) the assets in question are within the jurisdiction of the court; and (iii) there is a real risk of dissipation of those assets or removal out of the jurisdiction of the court before judgment.*

CIVIL PROCEDURE: *Injunction – Mareva injunction – Application for – Loan obtained for contract awarded – Applicant guarantor under loan agreement – Monies released to borrower under contract awarded not utilised to satisfy loan granted by financier – Borrower paid monies to other companies instead of satisfying loan – Financier obtained summary judgment against borrower and applicant – Applicant sought Mareva injunction against borrower – Whether requirements for granting of Mareva injunction satisfied – Whether applicant had good arguable case – Whether borrower had assets within jurisdiction of court – Whether there was real risk of dissipation of assets and removal out of jurisdiction of court before judgment*

CIVIL PROCEDURE: *Discovery – Application for – Loan obtained for contract awarded – Applicant guarantor under loan agreement – Monies released to borrower under contract awarded not utilised to satisfy loan granted by financier – Borrower paid monies to other companies instead of satisfying loan – Financier obtained summary judgment against borrower and applicant – Applicant sought discovery order against borrower to compel borrower to disclose details of money received under contract awarded – Whether application ought to be allowed*

The first plaintiff was the director and sole shareholder of the second plaintiff. The second plaintiff was awarded a contract by Polis Diraja Malaysia ('PDRM') to procure and supply technical equipment for the operation of the Special Branch Division in Bukit Aman ('project'). The first plaintiff first approached Malaysia Debt Ventures Berhad ('MDVB') to seek financing to perform the said contract. The first plaintiff then approached the defendant for financial assistance and negotiations between them culminated

in a deed of trust signed by both parties. In the deed of trust, the first plaintiff declared himself trustee for the defendant for 196,000 shares in the second plaintiff, which was equivalent to 70% equity. In consideration, the defendant advanced money for the second plaintiff to start working on the project and also undertook to assist the second plaintiff in obtaining financing from MDVB. MDVB later approved the second plaintiff's application for a loan of RM28.15 million ('loan'). The first plaintiff and the defendant signed a personal guarantee as security for the loan. Armed with funds from the defendant and the loan, the second plaintiff was able to complete the project and PDRM paid out RM37.1 million to the second plaintiff under the contract. The defendant filed an application for a *Mareva* injunction and a discovery order to compel the plaintiffs to disclose the details of the money received from PDRM pursuant to the contract. In support of his application, the defendant averred that: (i) he had expected the money received by the second plaintiff from PDRM to be utilised first to pay MDVB. However, out of the RM37.1 million received by the second plaintiff from PDRM, RM33,802,237.33 and RM3,297,762.67 were paid to ISQ Classic Entreprise and Muzzam Teknologi (M) Sdn Bhd ('third parties'), respectively; (ii) the first plaintiff deferred payment due by the second plaintiff to MDVB as he wanted to utilise the money received from PDRM to secure two new contracts; (iii) the defendant lodged a police report and the police issued an order to freeze the first plaintiff's bank account; and (iv) due to the non-payment of the loan, MDVB sued and obtained summary judgment jointly and severally against both plaintiffs and the defendant. Besides bank accounts, the defendant had included, in the list of the first plaintiff's assets to be restrained under the *Mareva* injunction, two supercars.

Held (allowing application):

(1) As a *Mareva* injunction is a special species of interim prohibitory injunctions, there were special requirements to be met, namely: (i) the plaintiff must be able to show a good arguable case; (ii) the defendant had assets within the jurisdiction; and (iii) there was a real risk of the defendant's assets being dissipated or removed out of the jurisdiction of the court before judgment. The defendant had satisfied all three requirements to justify the issuance of a *Mareva* injunction on a balance of convenience. (paras 26 & 44)

(2) The defendant, being the guarantor for the repayment of the loan by the second plaintiff, had every right to expect the money received by the second plaintiff from PDRM to be utilised first to pay MDVB. The first plaintiff's act of paying over the money received from PDRM to third parties instead of repaying the said loan obviously triggered the recovery action by MDVB – which was to sue the second plaintiff as the principal debtor and both the first plaintiff and the defendant who were guarantors. Summary judgment was allowed in the civil suit filed by

MDVB to be entered against all of them, making the defendant a judgment debtor liable to repay the balance of the loan with interests and costs to MDVB. The defendant would not have been sued by MDVB if the first plaintiff had utilised the payment received from PDRM to pay off MDVB instead of diverting it to third parties. (paras 31, 32, 33 & 35)

(3) There was no doubt that the first plaintiff had assets within the jurisdiction of this court, given the number of accounts that he held at CIMB Bank Berhad and Bank Muamalat Malaysia Berhad. (para 37)

(4) The risk of dissipation of the first plaintiff's assets was real because he had, in fact, done it once already by diverting money to others instead of fulfilling contractual obligations to repay MDVB upon receiving payment of RM37.1 million from PDRM. Thus, the chances of the first plaintiff dissipating his assets and money in the bank accounts under his control were high. (para 39)

(5) The supercars were high value marques and the two digit registration numbers were highly priced ones. Whilst it had not been proven that the first plaintiff had utilised the RM37.1 million that was received by the second plaintiff from PDRM to purchase the two supercars and the registration numbers, the cars formed part of the first plaintiff's assets that could be easily dissipated. (para 40)

(6) The prayers sought by the defendant were, in effect, to trace the RM37.1 million received by the second plaintiff from PDRM. Disclosure by the first plaintiff would reveal whether he had subsequently received any part of the money that he diverted to third parties. Thus, the defendant had satisfied the requirements for a discovery order to be issued. (para 43)

Case(s) referred to:

Alor Janggus Soon Seng Trading Sdn Bhd & Ors v. Sey Hoe Sdn Bhd & Ors [1995] 1 CLJ 461 SC ***(refd)***

Biasamas Sdn Bhd & Ors v. Kan Yan Heng & Anor [1998] 4 CLJ 754 CA ***(refd)***

Creative Furnishing Sdn Bhd v. Wong Koi [1989] 2 CLJ 93; [1989] 1 CLJ (Rep) 22 SC ***(refd)***

Hock Hua Bank (Sabah) Bhd v. Yong Liuk Thin & Ors [1995] 2 CLJ 900 CA ***(refd)***

Keet Gerald Francis Noel John v. Mohd Noor @ Harun Abdullah & Ors [1995] 1 CLJ 293 CA ***(refd)***

Mareva Compania Naviera SA v. International Bulk Carriers SA [1980] 1 All ER 213 ***(refd)***

S & F International Ltd v. Trans-Con Engineering Sdn Bhd [1985] 2 CLJ 228; [1985] CLJ (Rep) 280 FC ***(refd)***

Zainal Abidin Hj Abdul Rahman v. Century Hotel Sdn Bhd [1982] CLJU 34; [1982] 1 LNS 34 FC ***(refd)***

A *For the plaintiffs - Muhammad Asif Zahari; M/s Mohaji Hazury & Ismail*
For the defendant - Ganesh Magenthiran & Suronmani Krishnan; M/s Ganesh Azhar & Assocs

Reported by Najib Tamby

B **JUDGMENT**

Gan Techiong JC:

Introduction

[1] The defendant Dato'Ahmad Faris bin Abdul Halim is the original defendant in this civil suit. He filed a counterclaim against the first plaintiff C Dato' Sri Zul Azmi bin Abu Hussin and four others in his counterclaim.

[2] The notice of application before this court was filed by the defendant (who is the plaintiff in the counterclaim) against the plaintiffs in the original action. It is for a *Mareva* injunction and a discovery order to compel the D plaintiffs to disclose details of money received from the Royal Police Force of Malaysia ("PDRM") pursuant to a contract.

[3] Based on the undisputed facts of the case, I decided that this court ought to issue a *Mareva* injunction as sought by the defendant and also a discovery order in aid of execution of the *Mareva* injunction.

E **Background Facts**

[4] Since the application is about the defendant's application for a *Mareva* injunction and a discovery order to compel the plaintiffs to disclose details of money received from the Royal Police Force of Malaysia ("PDRM") F pursuant to a contract, I shall set out only the salient facts for the determination of the defendant's said application.

[5] The second plaintiff, XSPEC Resources Sdn Bhd is a company in which the first plaintiff was, as the material time, a director and sole shareholder.

G **[6]** On 7 February 2019, the second plaintiff XSPEC Resources Sdn Bhd was awarded a contract ("the said contract") by PDRM *vide* a letter of award issued by the Deputy Director of the Special Branch Division of PDRM. Pursuant to the said contract, the second plaintiff was to procure and supply technical equipment for the operation of the Special Branch Division in Bukit H Aman ("the project") for a period of three years between 7 February 2019 and 6 February 2022. As no details were pleaded regarding the technical equipment that cost RM53,000,000 – presumably because the details must be kept confidential under wraps – one can imagine the equipment to be some highly advanced ones, like those seen only in James Bond 007 movies.

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[7] After the first plaintiff had secured the award of the said contract for the second plaintiff, he approached Malaysia Debt Ventures Berhad ("MDVB") to seek financing to perform the said contract. Regardless of whether it was true or not that the first plaintiff was unable to secure a loan for the second plaintiff based on his own efforts, the undisputed fact is that he approached the defendant for financial assistance.

[8] Negotiation between the first plaintiff and the defendant culminated in a deed of trust dated 28 August 2020 ("the said deed of trust") being drafted and signed to record their terms of agreement.

[9] In the said deed of trust, the first plaintiff declared himself trustee for the defendant for 196,000 shares in the second plaintiff – which was equivalent to 70% equity. In consideration thereof, the defendant advanced money for the second plaintiff to start working on the project and also undertook to assist the second plaintiff in obtaining financing from MDVB.

[10] On 8 September 2021, MDVB approved the second plaintiff's application for a loan of RM28,150,000 ('the said loan"). Pursuant to one of MDVB's terms and conditions, the first plaintiff and the defendant respectively had to sign, and did sign a personal guarantee as security for the said loan.

[11] Armed with funds from the defendant and the said loan, the second plaintiff was able to complete the project in early 2022. PDRM then paid out RM37,100,000 to the second plaintiff under the said contract.

The Defendant's Application For A *Mareva* Injunction & Discovery

[12] The defendant avers that he had expected money received by the second plaintiff from PDRM to be utilised first to pay MDVB, *ie*, to pay off the said loan. However, he found out that out of the RM37,100,000, received by the second plaintiff from PDRM, RM33,802,237.33 was paid to ISQ Classic Enterprise (the third defendant in his counterclaim), while a sum of RM3,297,762.67 was paid over to Muzzam Teknologi (M) Sdn Bhd (the second defendant in his counterclaim).

[13] The defendant also avers that the first plaintiff deferred payment due by the second plaintiff to MDVB on 11 and 28 February 2022 respectively, allegedly because the first plaintiff wanted to utilise the money received from PDRM to secure two new contracts.

[14] On 20 April 2022, the defendant filed a police report. The police were swift in issuing an order to freeze the first plaintiff's bank accounts pursuant to Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA").

[15] Due to non-payment of the said loan, in late 2022, MDVB sued and obtained summary judgment jointly and severally against both plaintiffs and the defendant who had signed a personal guarantee to guarantee the second plaintiff's legal obligations.

[16] On 1 March 2023, the defendant's solicitors attempted to seek details of the accounts frozen by the police but were unsuccessful without a court order. He could only obtain confirmation that there was an investigation. He subsequently discovered that the Attorney-General's Chambers had deferred taking further action against the first plaintiff. The defendant then decided to file this civil suit, which was followed by the said notice of application on 1 October 2024 to seek a *Mareva* injunction and a discovery order. A certificate of urgency was filed by solicitors for the defendant to seek an early hearing date. The defendant's notice of application was amended, with leave, to correct some errors.

[17] On 4 October 2024, the defendant's amended notice of application (encl. 63) was fixed for *ex parte* hearing in this court (NCvC 9) instead of in High Court at Kuala Lumpur NCvC 10 (where it is docketed) because the Bench of NCvC 10 was, and is still vacant. After hearing, I decided that this court ought to grant an interlocutory *Mareva* injunction pending *inter partes,* hearing of the defendant's said application.

The Plaintiffs' Position

[18] The plaintiffs have initiated this civil suit to declare the said deed of trust as void and revocable for want of consideration. In essence, the first plaintiff is contending that he does not hold the 196,000 shares in the second plaintiff company as trustee for the defendant.

[19] The first plaintiff further avers that the personal loans given by the defendant, which was allegedly about RM1.8 million, had been repaid to the defendant with interest.

Analysis Of The Law And Facts

[20] The most oft-quoted passages on the legal principles applicable to the issuance of an interim injunction in Malaysia are from the judgment of the Court of Appeal in *Keet Gerald Francis Noel John v. Mohd Noor @ Harun Abdullah* [1995] 1 CLJ 293. Therein, guidance on the general inquiry to be undertaken when hearing an interlocutory injunction application, was worded as follows:

> [3] A Judge hearing an application for an interlocutory injunction should undertake an inquiry along the following lines:
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> (a) firstly, he must ask himself whether the totality of the facts presented before him discloses a *bona fide* serious issue to be tried;
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> (b) having found that an issue has been disclosed that requires further investigation, he must consider where the justice of the case lies. In making his assessment, he must take into account all relevant matters, including the practical realities of the case;

(c) the Judge must have in the forefront of his mind that the remedy that he is asked to administer is discretionary, intended to produce a just result for the period between the date of the application and the trial proper and intended to maintain the *status quo*.

[21] In the enforcement of criminal law, there are statutes that specifically empower the police and enforcement agencies to restrain the dissipation of assets pending investigation, for example, by ordering bank accounts to be frozen and entering a registrar's caveat to prohibit the registration of transfer of real properties. As for civil cases, the court may issue a *Mareva* injunction which restrains a defendant from taking any steps that would result in the dissipation of his assets pending the disposal of a civil suit, or until further order, as the case may be.

[22] As a matter of fact, *Mareva* injunctions are not something new in Malaysia. Since it was first issued in England in *Mareva Compania Naviera SA v. International Bulk Carriers SA* [1980] 1 All ER 213 (the first case from where it acquired its name), our courts in Malaysia have been issuing similar injunctions. The Federal Court in *Zainal Abidin Hj Abdul Rahman v. Century Hotel Sdn Bhd* [1982] CLJU 34; [1982] 1 LNS 34; [1982] 1 MLJ 260 had held that the superior courts in Malaysia have the jurisdiction to issue this type of injunctions. That was re-affirmed by the Federal Court in *S & F International Ltd v. Trans-Con Engineering Sdn Bhd* [1985] 2 CLJ 228; [1985] CLJ (Rep) 280; [1985] 1 MLJ 62 which described *Mareva* injunctions as:

a **species of interlocutory injunction** which restrains a defendant by himself or by his agents or servants or otherwise **from removing from the jurisdiction or disposing of or dealing with those of his assets** that will or may be necessary to meet a plaintiff's pending claim. (emphasis added)

[23] The need to restrain a defendant early before judgment arises because if a defendant succeeds in dissipating his assets before final judgment could be entered against him, the plaintiff would ultimately be left with a 'paper judgment', *ie*, a judgment not even worth the paper it is printed on. As could be seen from the standard wording of a *Mareva* injunction, its purpose is to restrain a defendant, who knows he has a weak defence, from dissipating his assets before a court could issue a final judgment against him.

[24] In other words, a *Mareva* injunction is intended to cover the 'gap period' between the issuance of the injunction and the final disposal of the civil suit because court process inevitably takes time, especially when a trial with the calling of multiple witnesses is necessary. To borrow the analogy used by English judges: it is to shut the stable door before the horse has bolted.

[25] Even though third parties, including commercial banks where a defendant maintains his bank accounts, are not named as parties in a civil suit, they would freeze the defendant's accounts when served with a copy of a *Mareva* injunction – so as to avoid assisting a defiant defendant from acting in violation of the prohibitory injunction.

[26] As a *Mareva* injunction is a special species of interim prohibitory injunctions, there are special requirements to be met. The three essential requirements for the issuance of a *Mareva* injunction set out by the Supreme Court in *Creative Furnishing Sdn Bhd v. Wong Koi* [1989] 2 CLJ 93; [1989] 1 CLJ (Rep) 22; [1989] 2 MLJ 153 were applied in *Biasamas Sdn Bhd & Ors v. Kan Yan Heng & Anor* [1998] 4 CLJ 754; [1998] 4 MLJ 1 by the Court of Appeal and a string of cases in Malaysia. Those three requirements could be summed up as follows: first, the plaintiff must be able to show a good arguable case, secondly, that the defendant has assets within the jurisdiction, and thirdly, that there is a real risk of the defendant's assets being dissipated or removed out of the jurisdiction of this court before judgment.

[27] The first requirement of having to show a good arguable case was explained in detail by the Court of Appeal in *Hock Hua Bank (Sabah) Bhd v. Yong Liuk Thin & Ors* [1995] 2 CLJ 900; [1995] 2 MLJ 213 in an elucidating judgment. I can do no better than to quote the following passages:

> In the present case there is an added consideration. The appellants were, as I surmise, *applying for a Mareva injunction.* As such, the relative strength or weakness of the defence filed during the very early stages of the action is extremely relevant in assessing whether the plaintiff has an arguable case. *It is a higher standard than that applicable to the usual application for an injunction.* (See *The Tatiangela* [1980] 2 Lloyd's Rep 193.) That this ought to be so is not in the least surprising: for the allegation made is that there is a risk of the defendant dissipating his assets with a view to defeating any judgment that the plaintiff may obtain against him. *Since the relief is postulated upon a plaintiff's success in the main action, for example, damages, it is only right and proper that the strength of his case be tested to ascertain how high the probabilities lie in favour of his ultimate success.* The higher the degree of success, the greater is the need to protect that event by ensuring that he does not get a judgment that is as good as writ on running water. This, then, is the philosophy of the *Mareva* jurisdiction as distilled from the authorities upon the subject.
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> *When a judge comes to assess the strength of a plaintiff's case, it is a natural and essential part of that exercise to undertake an examination of the defences taken to the main action.* The stronger the defence on its face, the less likely that the plaintiff will succeed in his action; and less the reason to grant him interim protection. To invert the proposition, the weaker the defence on its face, the greater is the probability of the plaintiff's success in getting his judgment. That in my view is the correct approach to be adopted.

> The court, when exercising the jurisdiction that is seised of, is required to conduct a balancing exercise in order to do justice to the parties. Imposing a restraint upon a man from dealing with what is *prima facie* his property is a very serious matter indeed. It is for that reason that equity requires the parties to submit their respective cases to a critical scrutiny by the court. In the end, it is a matter that depends upon the particular factual matrix that lies before the judge and upon his assessment of where the justice of the case lies. (emphasis added)

[28] My analysis of the salient facts is as follows.

[29] First, there is no doubt that it was the first plaintiff who approached the defendant for financial assistance because his company (the second plaintiff) had been awarded the project by PDRM but lacked the funds to perform.

[30] There is also no doubt that the first plaintiff and the defendant had entered into the said deed of trust to secure the defendant's interest. The defendant could not have advanced his money and worked on procuring the said loan from MDVB for the second plaintiff's benefit if the first plaintiff had offered him just a glass of 'teh tarik'. On a balance of probabilities, I find that the defendant did not 'stick his neck out' to be the second plaintiff's guarantor for the said loan out of altruism. For the avoidance of doubt, this court is not making any ruling about the validity of the said deed of trust.

[31] Bearing in mind that the defendant is a guarantor for repayment of the said loan by the second plaintiff, I find that the defendant had every right to expect the money received by the second plaintiff from PDRM to be utilised first to pay MDVB, *ie*, to pay off the said loan. Further, it is trite that debts ought to be repaid. No authority is required for this fundamental point. Yet, instead of repaying the said loan to MDVB forthwith, the first plaintiff who controls the second plaintiff absolutely, had diverted RM33,802,237.33 to pay the third defendant (in the counterclaim), *ie*, ISQ Classic Enterprise, while a sum of RM3,297,762.67 was paid to the second defendant (in the counterclaim), *ie*, Muzzam Teknologi (M) Sdn Bhd.

[32] The first plaintiff's act of paying over the money received from PDRM to third parties instead of repaying the said loan obviously triggered recovery action by MDVB – which was to sue the second plaintiff as the principal debtor and both the first plaintiff and the defendant who are guarantors.

[33] Unsurprisingly, summary judgment was allowed, in the civil suit filed by MDVB, to be entered against all of them, making the defendant a judgment debtor liable to repay the balance of the said loan with interest and costs to MDVB.

[34] The judgment sums payable by the defendant to MDVB as a guarantor and now as judgment debtor is more than RM20 million, not peanuts. This was gleaned from the statement of claim in the civil suit filed by MDVB, which is exhibited in the defendant's affidavit.

[35] It is indisputable that the defendant would not have been sued by MDVB if the first plaintiff had utilised the payment received from PDRM to pay off MDVB instead of diverting it to the second and third defendants (in the counterclaim).

[36] Based on the above findings, I find that the defendant has satisfied the first requirement for a *Mareva* injunction by showing "a good arguable case".

[37] As for the second requirement, there is no doubt that the first plaintiff has assets within the jurisdiction of this court – given the number of accounts that he holds at CIMB Bank Berhad and Bank Muamalat Malaysia Berhad.

[38] Even though the first plaintiff was also sued, as a guarantor, by MDVB for failing to utilise the money received from PDRM to repay the said loan to MDVB, he appeared to have felt no urgency to settle with MDVB – allowing MDVB to proceed to apply for summary judgment against the second plaintiff, and both himself and the defendant who are guarantors.

[39] The risk of dissipation of the first plaintiff's assets is real because he had in fact done it once already by diverting money to others instead of fulfilling contractual obligations to repay MDVB upon receiving payment of RM37,100,000 from PDRM. Thus, the chances of the first plaintiff dissipating his assets and money in the bank accounts under his control are high – which could render the defendant's counterclaim nugatory.

[40] Besides bank accounts, the defendant has included, in the list of the first plaintiff's assets to be restrained under the *Mareva* injunction, two super cars; a Lamborghini bearing registration number WAS 33 and a Bentley bearing registration number WAF 33. This court takes judicial notice that those cars are of high value marques and the two-digit registration numbers are highly priced ones. Whilst it has not been proven that the first plaintiff had utilised the RM37,100,000 that was received by the second plaintiff from PDRM to purchase those two super cars and the registration numbers, these cars form part of the first plaintiff's assets that could be easily dissipated.

[41] The fundamental principle on weighing the balance of convenience is as stated by the Federal Court in *Alor Janggus Soon Seng Trading Sdn Bhd & Ors v. Sey Hoe Sdn Bhd & Ors* [1995] 1 CLJ 461; [1995] 1 MLJ 241:

> … *the grant or refusal of an interlocutory injunction* must be decided on *the fundamental principle* that *the court should take whichever course that appears to carry the lower risk of injustice.* (emphasis added)

[42] Applying *Alor Janggus* (*supra*), it is my judgment that the interim *Mareva* injunction that was issued *ex parte* was justified, and ought to remain in force until the disposal of this civil suit or until further order.

[43] As for the defendant's prayer for a discovery order, it is common for a discovery order to be issued in aid of *Mareva* injunctions. The prayers sought by the defendant are in effect to trace the RM37,100,000 that was received by the second plaintiff from PDRM. Disclosure by the first plaintiff would reveal whether he has subsequently received any part of the money that he diverted to the second and third defendants (in the defendant's counterclaim). Thus, the defendant has satisfied the requirements for a discovery order, as prayed, to be issued.

Conclusion

[44] The defendant is required at this stage to show a good arguable case. There is no final ruling about the validity of the said deed of trust which is the subject of the first plaintiff's claim against the defendant – which will be determined after a full trial in the future. For now, I find that the defendant – who has been made a judgment debtor for more than RM20 million – has satisfied all three requirements to justify the issuance of a *Mareva* injunction on a balance of convenience.

[45] In conclusion, this court ought to issue a *Mareva* injunction to restrain the dissipation of money in several bank accounts under the name of the first plaintiff in CIMB Bank Berhad and Bank Muamalat Malaysia Berhad respectively as well as to restrain the sale of those two motor cars, to be in force until the disposal of this civil suit or further order. The defendant's prayer for the discovery order in aid of the *Mareva* injunction was also allowed. Costs in the cause.